

SAML BODSWORTH STATIONERY CO KANSAS CITY MO 64104

and year last above written.

(Legal Seal)

Term expires Aug. 8, 1931.

W. F. BRAUN

Notary Public, Johnson County, Kansas

Recorded December 30, 1930 A. D. at 8:30 A. M.

E. C. Combs

Register of Deeds.

MORTGAGE.

This Mortgage, Made this 16th day of December, 1930, by Harriet J. Doran, a widow, of the County of Douglas and State of Kansas, party of the first part, to The Davis-Wellcome Mortgage Company, a corporation, existing under the laws of the State of Kansas, having its office at Topeka, County of Shawnee and State of Kansas, party of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of One Hundred Dollars to her in hand paid, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell, Convey and Warrant unto the said party of the second part, its successors or assigns, the real estate situated in the County of Douglas, and State of Kansas, particularly bounded and described as follows, to-wit: The Southeast Quarter (SE $\frac{1}{4}$) of Section Five (5), Township Fifteen (15) South, Range Twenty One (21) East of the Sixth Principal Meridian, containing One Hundred Sixty (160) Acres, more or less.

To Have And To Hold The Same, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrance. This mortgage is subject and second to a mortgage executed by the party of the first part to The Prudential Insurance Company Of America, dated December 16th, 1930, to secure the payment of \$2000, covering the above described real estate.

Provided always, And these presents are upon this express condition, that whereas, said party of the first part has this day executed and delivered one certain promissory note in writing to said party of the second part, payable in installments as follows: \$10.00 on June 30, 1931, Dec. 30, 1931, June 30, 1932, Dec. 30, 1932, June 30, 1933, Dec. 30, 1933, June 30, 1934, Dec. 30, 1934, June 30, 1935 and Dec. 30, 1935, respectively, with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of The Davis-Wellcome Mortgage Company Topeka, Kansas, and it is distinctly understood and agreed that the note secured by this mortgage is given for and in consideration of the services of said The Davis-Wellcome Mortgage Company in securing a loan for said party of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said note does not represent any portion of the interest on said loan and is to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity.

Now, if said party of the first part shall pay or caused to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, or interest or principal of any prior mortgage, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisement, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any interest or other charges hereafter accruing on any prior incumbrances on the premises hereby conveyed, provided such interest or other charges are not paid promptly when due by party of the first part, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

In Witness Whereof, The said party of the first part has hereunto set her hand, the day and year first above written.

Harriet J. Doran.

State of Kansas :

County of Johnson :

Be It Remembered, That on this 27 day of December, A.D. 1930 before the undersigned, a Notary Public within and for the County and State aforesaid, came Harriet J. Doran, a widow, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

LEGAL SEAL

W. F. Braun, Notary Public.

My Commission expires Aug 8-1931

Recorded Dec. 30th, A. D. 1930 at 8:35 A. M.

E. C. Combs

Register of Deeds.

MORTGAGE.

THIS INDENTURE, Made this 1st day of November, A. D. 1930 between Fred Phillip and Ethel Phillip, Husband and Wife, of Douglas County, in the State of Kansas, of the first part, and Chas. Nichols of Douglas County, in the State of Kansas, of the second part,

WITNESSETH, That said parties of the first part, in consideration of the sum of TWO HUNDRED AND NO/100 (\$200.00) and Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described real estate, situated in the county of Douglas, and State of Kansas, to-wit: An undivided one-third interest in and to the East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), Township Twelve (12), Range Seventeen (17).

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Fred

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The following is indorsed on the original instrument of this mortgage for the purpose of recording same in book of records and is a true and correct copy of the same as the same was recorded in the book of records of the County of Johnson, State of Kansas, on the 30th day of January 1931.

This Release was written and recorded in the book of records of the County of Johnson, State of Kansas, on the 30th day of January 1931.

Handed to Clerk of Court for Release.

Dec 30th 1930

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